EXHIBIT A

IN THE UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF OHIO EASTERN DIVISION

KEEHAN TENNESSEE INVESTMENT, LLC, et al.,) CASE NO. 1:14-cv-00994-DCN
Plaintiffs,) JUDGE DONALD C. NUGENT) MAGISTRATE JUDGE WHITE)
• v.)
GUARDIAN CAPITAL ADVISORS, INC., et al.,	AFFIDAVIT OF DAVID KEEHAN)
Defendants.	
COUNTY OF Orange STATE OF Florida)) SS.)

David Keehan, being sworn, says:

- 1. I am one of the Plaintiffs in the referenced case.
- 2. On April 23, 2013, Ken Miller ("Miller") sent an e-mail to my Ohio e-mail account asking to visit the Stillwater Golf Course Community Project and to play the golf course for the purpose of helping U.S. Capital to evaluate a loan to fund the Stillwater Project. Miller followed that e-mail up with a telephone call and message to me in Ohio on May 7, 2013 and an e-mail to my Ohio e-mail account on May 8, 2013.



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3. I later learned that Miller was President of Guardian Capital Advisors, Inc. ("Guardian").

4. On December 16, 2013, Miller sent an e-mail to my Ohio e-mail account telling me that Guardian was interested on behalf of Praetorium Secured Fund I, LP ("Praetorium") in evaluating an application to provide the financing for the Stillwater Project. Guardian was going to do that initial evaluation for a Thirty Two Thousand Dollars (\$32,000.00) fee. A copy Miller's e-mail and the proposal are attached hereto as Exhibit "1".

5. Over the next four (4) months, Miller sent or copied me on over two hundred (200) e-mails to my Ohio e-mail address soliciting the opportunity to provide the financing for the Stillwater Project. A chart showing dates of e-mails sent by Miller to me, or to the other Plaintiffs in this case, is attached as Exhibit "2".

6. After December 16, 2013, Miller and Guardian telephoned my Ohio cell phone number more than fifty (50) times to either talk about the financing for the Stillwater Project or to leave me a message.

After December 16, 2013, Miller and Guardian sent me more than twenty five
 (25) texts to my Ohio telephone number discussing or concerning financing for the Stillwater
 Project.

FURTHER AFFIANT SAYETH NAUGHT.

DAVID KEEHAN

SWORN TO AND SUBSCRIBED before me, a Notary Public, on this 13 day of

July, 2014.



NOTARY PUBLIC

Respectfully submitted,

McCarthy, Lebit, Crystal & Liffman, Co., L.P.A.

/s/ Robert R. Kracht
Robert R. Kracht (#0025574)

rrk@mccarthylebit.com
Charles J. Pawłukiewicz (#0011499)

cjp@mccarthylebit.com
Christina E. Niro (#0086272)

cen@mccarthylebit.com
101 W. Prospect Avenue, Suite 1800
Cleveland, Ohio 44115
(216) 696-1422
(216) 696-1210 (facsimile)

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the within Affidavit of David Keehan has been filed
electronically on this day of July, 2014. Notice of this filing will be sent to all parties by
operation of the Court's electronic filing system. Parties not receiving service through the
Court's electronic filing system will be served by regular U.S. mail. Parties may access this
filing through the Court's system.
/s/ Robert R. Kracht
Robert R. Kracht (#0025574)

00621980

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Pawlukiewicz, Charles J.

From:

Kenneth A. Miller < kmiller@guardiancapitaladvisors.com>

Sent:

Monday, December 16, 2013 9:02 PM

To:

dave.keehan@adv-polymer.com

Subject:

LOI to Discuss with Ken Miller

Attachments:

LOI Stillwater GCA Praetorium via US Capital 12-16-2013.pdf

Importance:

High

Please call to discuss.

415-371-0700



December 16, 2013

Mr. David Keehan Stillwater Development, LLC Arrington, TN dave.keehan@adv-polymer.com

Via: Mr. Brad Fairfield

Fairfield Holdings Management

440-714-1488

bradfairfield@gmail.com

Ish Spencer | Senior Vice President

US CAPITAL PARTNERS
US Capital Partners, LLC

555 Montgomery Street, Suite 1501

San Francisco, CA 94111 415-889-1023 Office 510-861-7433 Mobile www.uscapitalpartners.net

Re: 1) That certain approximately 760-acre property in Williamson County, TN, known as Stillwater at Mystic Ridge ("The Real Property"), 2) All personal property of Stillwater Development, LLC. Numbers 1) and 2) may be referred to collectively herein as the "Property."

Dear Mr. Keehan:

We are pleased to inform you that Guardian Capital Advisors, Inc. ("GCA") is interested, on behalf of Praetorium Secured Loan Fund I, LP. or its assignee ("Lender") in evaluating the application of Stillwater Development, LLC. ("Borrower") for financing in respect of Property. Such application shall be referred to herein as the "Credit Facility Application," and the requested funding shall be referred to herein as the "Credit Facility." Mr. David Keehan and Mr. Donald Keehan may sometimes be referred to herein as "Sponsor".

The terms upon which Lender is interested in evaluating the Credit Facility Application are set forth below.

- Representation: Borrower(s) and Sponsor understand that GCA does not represent Borrower or Sponsor. GCA represents Lender. Borrower and Sponsor are represented exclusively by US Capital Partners, by Fairfield Holdings Management, and by counsel.
- In connection with the Credit Facility, Borrower(s) will execute a promissory note in favor of an entity to be determined by the Lender.

- Guaranties: Guaranty of Sponsor and/or TBD entity or entities, said guaranty anticipated to be limited to partnership payoff amounts.
- The following table reflects sources and uses at closing:

New Senior Credit Facility	\$23,000,000	\$6,400,000	Payoff Existing Senior Lien
Sponsor Equity	\$2,060,000	\$6,000,000	Acquire Partnership Interest
		\$4,750,000	Acquire Partnership Interest
		\$3,500,000	Construction Reserve
		\$2,750,000	Interest Reserve 12 mo.
		\$1,081,000	Lender Fee
		\$345,000	US Capital and Agent Fees
		\$224,000	Closing Legal Underwriting
	\$25,060,000	\$25,060,000	•

• Face Amount of Promissory Note(s):

\$23,000,000

- Term: 24 months.
- Interest Rate: Credit Facility shall bear interest at 12% per annum, paid monthly arrears.
- Default Interest Rate: Interest rate plus 7%. Incidence of default as defined in the loan documents.
- Prepayment: The Credit Facility shall be payable in whole or in part at any time subject to a twelve-month make-whole payment.
- Credit Facility fees: The Borrower will pay various fees and costs in connection with the Credit Facility, including but not limited to a Lender Fee of \$1,081,000.
- Collateral: The Credit Facility will be secured by a senior security interest in the Property.
- Leases: Leases, if any, to be subordinated to Credit Facility
- Closing: Lender anticipates that the Credit Facility will close on or about January 31, 2014.
- All loan documentation to comply with the law of the state of Tennessee.

- Partial Releases: Release amounts determined during credit underwriting process. It
 is estimated that individual lots would be released with a corresponding paydown of
 the Credit Facility of 65% of gross sales proceeds net of Exit Fee (as defined below).
- Exit strategy: Borrower anticipates that it will sell lots to pay off the Credit Facility.
- Broker Fee: It is hereby agreed that all costs, broker's fees, agent's fees, finder's fees, commissions, concessions, remuneration or similar fees or compensation relating to the financing are the sole and absolute responsibility of the Borrower.
- Lot Participation Payment: With respect to each residential unit sold pursuant to the terms and conditions as set forth above, Debtors shall convey to Collateral Agent on behalf of Lender from the closing escrow an amount equal to 6.0% of the gross sales price of each residential unit or lot sold, provided, however, that each such Lot Participation Payment shall not be less than \$7,000 per lot sold or exceed \$8,400 per lot sold. The Lot Participation Payment is in addition to, and not a part of, the Loan, and all such Lot Participation Payments shall not reduce the outstanding obligations owing under the Loan Documents or otherwise be applied against the Loan.

Exclusivity:

Upon Borrower's acceptance of this letter, for so long as LENDER is proceeding in good faith towards closing, Sponsor and Borrower (each on their own behalf and on behalf of their affiliates) agree to work in good faith exclusively with LENDER to close the transactions contemplated herein, for a period of forty days from Borrower's execution of this letter unless mutually extended in writing by Borrower and Lender (such period being herein referred to as the "Exclusive Period").

During the Exclusive Period, Applicant, Principals and Borrower (each on their own behalf and on behalf of their affiliates) agree not to solicit, accept, or execute an alternative debt or equity financing proposal, agreement, proposal letter or commitment from another party which may be an alternative to the one contemplated herein (including, but not limited to, any alternative debt or equity financing or sale of the Property).

Break-up Fee:

If at any time during the Exclusive Period, Applicant, Borrower or Principals or any of their respective affiliates, (i) accepts an alternative debt or equity financing proposal, agreement, proposal letter or commitment from another party; (ii) notifies LENDER that it intends to proceed with alternative debt or equity financing in lieu of the Credit Facility contemplated herein; or (iii) otherwise materially breaches the provisions of the paragraph entitled "Exclusivity" above, then Applicant, Borrower, and Principals will immediately pay to LENDER 2% of the maximum Loan Amount (the "Break-up Fee"). The obligation to pay the Break-up Fee shall survive termination of this letter.

APPLICANT, BORROWER AND PRINCIPALS ACKNOWLEDGE THAT THE DAMAGES TO LENDER ARISING FROM A BREACH BY APPLICANT, BORROWER OR PRINCIPALS OF THE FOREGOING EXCLUSIVITY PROVISIONS ARE DIFFICULT AND IMPRACTICAL TO ASCERTAIN AS OF THE DATE OF THIS LETTER AND THAT THE AMOUNT OF THE APPLICABLE BREAK-UP FEE IS A REASONABLE ESTIMATE THEREOF AS LIQUIDATED DAMAGES.

Initials	

• Expiration: Lender's expression of interest by way of this letter expires at 5pm PST on Tuesday, December 17, 2013 unless an executed copy of this document and payment of the Due Diligence Fee (as defined below) is provided to Lender by email or fax by that time.

* * * *

In consideration for Lender's undertaking the investment in time and resources on the Credit Facility Application, Borrower shall pay GCA a one-time non-refundable fee of Thirty-Two Thousand Dollars (\$32,000), Twenty-Two Thousand (\$22,000) of which is to be paid in concurrence with this letter, and Ten Thousand Dollars (\$10,000) of which is anticipated to be received by GCA from US Capital Partners (the "Due Diligence Fee"). If the Credit Facility closes, Lender will apply the amount of the Due Diligence Fee to your closing costs. In all other conditions and circumstances (including but not limited to your withdrawal or abandonment of the Credit Facility Application), Lender will retain the Due Diligence Fee.

By executing and delivering this letter, you hereby acknowledge and agree to the following: (1) the Due Diligence Fee is non-refundable; (2) it would be difficult or impractical to calculate Lender's actual damages from early termination of the Loan Application; (3) the Due Diligence Fee is intended by Lender and you to be a fair and reasonable approximation of such damages; (4) the Due Diligence Fee is not intended by Lender or you as a penalty; (5) neither this letter nor any other prior or contemporaneous document, communication, or act of Lender or any of its agents or representatives shall constitute a commitment by Lender to lend to you; and (6) further documentation is still required of you. Lender has not reached a final decision on the Credit Facility Application and approval of such Credit Facility Application is not guaranteed.

* * * *

- Conditions Precedent: The conditions to the closing of the Credit Facility will be those customarily found in Credit Facility agreements for similar financings and other conditions appropriate to the specific transaction, including but not limited to:
 - a) The Lender shall have received such financial and other information regarding the Borrower, the Property, and the Sponsor as the Lender may reasonably request.
 - b) Completion of third party reviews of the property and subject to completion of market confirmation of value to Lender's satisfaction. All entitlement and zoning materials shall be acceptable to Lender in its sole discretion.
 - c) The Lender shall have completed a background check on the Borrower with satisfactory results.

- d) Corporate, capital, and legal structure of all relevant entities shall be acceptable to the Lender; and the Lender shall be satisfied with the nature and status of all contracts, securities, labor, tax, litigation, environmental matters and other matters involving or affecting the Property.
- e) All documentation relating to the Credit Facility shall be in form and substance satisfactory to the Lender.
- f) The Lender shall have received satisfactory opinions of the Borrower's independent counsel as to the transactions contemplated hereby and such corporate resolutions, certificates, and other documents as the Lender shall reasonably request.
- g) No material adverse change in market, Property, Sponsor, or Borrower shall have occurred.
- With respect to any financing or transaction in respect of the Property, Borrower and Sponsor including any employees, affiliates, agents, or representatives thereof, agree to work toward completing the Credit Facility contemplated herein.

* * * *

Notwithstanding anything herein to the contrary, this letter constitutes only an expression of interest of Lender in funding the Credit Facility you request. This letter does not contain all of the terms and conditions of the Credit Facility, but is meant to summarize the general terms and conditions discussed and other information exchanged between the parties. The Credit Facility documents will contain all of the terms and conditions of the Credit Facility. The transmission of this letter will not have, and is not intended by Lender to have, the effect of creating any obligation of Lender or GCA or Borrower or Sponsor to take or not to take any action whatsoever.

Ken Miller President		
Agreed and Accepted:		
Ву,		
	Date	
Ву,		

Sincerely yours,

ts	

Date	Author	Recipient(s)
4/23/2013	Ken Miller	Dave Keehan
		Brad Fairfield
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		Brad Fairfield
		Andrew Perry
		Chad Arfons
		Alexa Guevara
		Brian Farnan
		George Cresson (vauxiii@yahoo.com)
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		Charles Morton
		Emily Hatch Bowman

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		Brandy Gomaz
		Llittman@dkpartners.com
		Chad Arfons
		Russell Harwell
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		llittman@dkpartners.com
		Andrew Perry
		Chad Arfons
		Russell Harwell
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